



भारतीय कंटेनर निगम लिमिटेड
Container Corporation of India Ltd.
(भारत सरकार का उपक्रम)
(A Govt. of India Undertaking)

ICD, Tughlakabad, New Delhi – 110 020

TENDER NOTICE

Tender No.: CON/TKD/Tech/Air-Comp/2010

Sealed tenders are invited from eligible bidders for the following work:

Name of work: **"Supply, Installation, Commissioning and Testing of Industrial Electric Powered Screw Air-Compressor alongwith air receiver tank."**

EMD: Rs. 19,800/-, Completion Period: 5 months, Pre-bid meeting: 13.9.2010 at 15:30 hrs., Issue of corrigendum : 16.9.2010 (on CONCOR website or in person), Last Date & Time of Submission: upto 15:00 hrs on 21.9.2010, Opening: 15:30 hrs on 21.9.2010: Availability of Tender Document including place of Tender submission & its opening: Office of Executive Director, NR, Container Corporation of India Ltd., ICD, Tughlakabad, New Delhi – 110 020.

The sale of tender document shall start from 1.9.2010 to 20.9.2010 from 10:00 hrs to 16:00 hrs on all working days. The tender document is available in person or by post against payment of Rs 2500/-+5% S.T. in form of DD in favour of 'Container Corporation of India Ltd.' payable at New Delhi.

Tender document can also be down loaded from the website of CONCOR, www.concorindia.com or may contact the undersigned at above address

Executive Director
Northern Region, CONCOR



BID REFERENCE/ TENDER NO.	CON/TKD/TECH/AIR-COMP/2010
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CONTAINER CORPORATION OF INDIA LTD.
(A Govt. of India Undertaking)

**OPEN TENDER
FOR
SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF INDUSTRIAL
ELECTRIC POWERED SCREW AIR-COMPRESSOR ALONG WITH AIR RECEIVER
TANK AT DOMESTIC CONTAINER TERMINAL, OKHLA.**

(TWO-BID SYSTEM)

INLAND CONTAINER DEPOT, TUGHLAKABAD
NEW DELHI -110 020
TEL: 011-26368086 / 26363537
FAX: 011- 26363078

REGD. OFFICE
C-3, CONCOR BHAWAN,
OPP. APPOLO HOSPITAL,
MATHURA ROAD, NEW DELHI

COST OF TENDER FORM :

Rs. 2500/- + VAT AS APPLICABLE



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SECTION - I
INVITATION FOR BID (IFB)

DATE OF ISSUE OF TENDER

DATE:.....

Container Corporation of India Ltd. (CONCOR), A Public Sector Unit (PSU) under Ministry of Railways, Government of India, invites sealed bids for "**Supply, Installation, Commissioning and Testing of Industrial Electric Powered Screw Air-Compressor along with Air receiver Tank at Domestic Container Terminal, Okhla**" with the brief particulars summarized as below: The offers are invited from the parties who are capable and satisfy the eligibility criterion set out in the tender documents.

1	BID REFERENCE/ TENDER NO.	CON/TKD/TECH/AIR-COMP/2010
2	BRIEF NAME OF THE WORK/SUPPLY	Supply, Installation, Commissioning and Testing of Industrial Electric Powered Screw Air-Compressor along with Air receiver Tank at Domestic Container Terminal, Okhla
3	EARNEST MONEY DEPOSIT	RS. 19800/- (RS. NINETEEN THOUSAND EIGHT HUNDRED ONLY)
4	PERIOD OF THE WORK	5 MONTHS
5	COST OF THE TENDER DOCUMENT AND AVAILBLITY	Rs. 2500/- + 5% VAT
6	TENDER DOCUMENT AT WEBSITE	THE TENDER DOCUMENT CAN ALSO BE DOWNLOADED FROM THE CONCOR WEBSITE WITHOUT ANY CHANGE. THE COST OF THE TENDER DOCUMENT SHOULD BE SUBMITTED AS A SEPARATE BANK DRAFT ALONG WITH THE BID.
7	PRE BID MEETING	AT 15:30 ON 13.9.2010
8	ISSUE OF CORRIGENDUM	16.9.2010 ON WEBSITE OR IN PERSON
9	LAST DATE AND TIME FOR SUBMISSION OF BIDS	21.9.2010 UPTO 15:00HRS
10	TIME AND DATE OF OPENING OF TECHNICAL BIDS	21.9.2010 UPTO 15:30 HRS
11	PLACE OF OPENING OF BIDS & ADDRESS FOR COMMUNICATION	EXECUTIVE DIRECTOR, NORTHERN REGION, INLAND CONTAINER DEPOT, TUGHLAKABAD, NEW DELHI – 110020; 011-26363537, 26368104 ; FAX 011-26363078

All offers accompanied by an **Earnest Money Deposit (EMD)** as specified in the bid document and on the prescribed format should be submitted on or before the time and date fixed for the receipt of offers along with the qualifying / supporting documents as set forth in the tender documents.

Note: Offers received through fax/email and incomplete offers will be rejected. The Container Corporation of India Ltd., reserves the right to accept or reject any or all of the bids received at their absolute discretion without assigning any reason

**Executive Director, Northern Region,
Container Corporation of India.**



SECTION – II

INSTRUCTION TO TENDERERS

1.0 GENERAL INSTRUCTIONS

- 1.1 Container Corporation of India Ltd. (A Government of India Undertaking), Inland Container Depot, Tughlakabad, New Delhi, INDIA (hereinafter referred to as “CONCOR”) invites tender for **"Supply, Installation, Commissioning and Testing of Industrial Electric Powered Screw Air-Compressor along with Air receiver Tank at Domestic Container Terminal, Okhla"**.
- 1.2 The offer on the prescribed format should be submitted before the time and date fixed for the receipt of offers as set forth in the tender documents.
- 1.3 All information in the offer must be in English language only provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by English translation of its pertinent passage in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 1.4 All correspondence should be addressed only to the Executive Director, Northern Region, Inland Container Depot, Tughlakabad, New Delhi – 110020; 011-26363537, 26368104; Fax 011-26363078.
- 1.5 **THE TENDERS WILL HAVE TO BE SUBMITTED IN TWO-PACKET SYSTEM WHEREIN SEPARATE TECHNICAL AND PRICE BIDS SHOULD BE SUBMITTED ON NOMINATED DATE AND TIME, ONLY THE TECHNICAL BIDS WILL BE OPENED. SUBSEQUENTLY, THE PRICE BIDS OF PARTIES QUALIFYING IN THE TECHNICAL BID STAGE WILL BE OPENED.**

2.0 QUALIFYING REQUIREMENT

- 1) *Submission of the Valid EMD of RS. 19800/- (RUPEES NINETEEN THOUSAND EIGHT HUNDRED ONLY) with validity date for 120 days.*
- 2) *Submission of all the tender papers duly signed by the authorised signatory.*
- 3) *Submission of documents to verify following criteria: -*
 - (i) Attested copies of Purchase Orders along with attested copies of Successful completion certificate to prove executing a single work of supply of Screw Air- Compressor of same or higher capacity rating for a minimum amount of **Rs 6.58 Lakhs** in the previous 36 months prior to the date of opening of tender.
OR
Attested copies of Purchase Orders along with attested copies of Successful completion certificate to prove executing works of supply of Screw Air- Compressor of same or higher capacity rating for a minimum amount of **Rs 9.87 Lakhs** in the previous 36 months prior to the date of opening of tender.
 - (ii) The average minimum turnover of **Rs 15.79 Lakhs** in last three financial years as reflected in the audited financial statements or as per the certificate of the Chartered accountants.
 - (iii) Documentary proof in support of their being a Manufacturer/Authorized agents/Distributors of Screw Air compressor fulfilling as above in para (i) and (ii) are eligible. The authorized agents, distributors should have to provide certificate from OEM to back Warranty obligations.



- (iv) "Deviation Statement" or "Nil Deviation Undertaking" (ANNEXURE-2)
- (v) Specification Sheet of Items (ANNEXURE-5)
- (vi) The legal status, place of registration and principal place of business of the Company or the firm or partnership etc. Documents showing the constitution of the firm/company (Copy of the power of Attorney and/or partnership deed with a copy of the registration if the firm is a partnership firm, certificate of the memorandum and articles of association along with a copy of the incorporation certificate in case of company).

It may please be noted that CONCOR reserves the right to:-

- Accept or reject bid in part or in full, irrespective of their being the quoted price.
- To extend the date of submission of the tender.
- Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of CONCOR.
- Re-Tender or modify the terms and conditions of the tender. CONCOR also reserves rights to negotiate the rates with the bidder.
- Disqualify the bidders black listed by State / Central Govt. undertakings / PSUs.

TO ASSIST THE EXAMINATION, EVALUATION OF BID, CONCOR MAY, AT ITS DISCRETION, ASK THE BIDDER FOR CLARIFICATION OF ITS BID. THE REQUEST FOR CLARIFICATION AND THE RESPONSE SHALL BE IN WRITING AND NO CHANGE IN PRICE OR SUBSTANCE OF THE BID SHALL BE SOUGHT/OFFERED OR PERMITTED.

3.0 EARNEST MONEY

- 3.1 Earnest Money for amount of **RS. 19800/-** (*RUPEES NINETEEN THOUSAND EIGHT HUNDRED ONLY*), shall accompany the bid. The Earnest Money shall be in the form of a crossed Bank Draft in favour of "Container Corporation of India Ltd." from a Nationalised/Scheduled Commercialised Bank, payable at New Delhi.
- 3.2 The Earnest Money shall remain deposited with the CONCOR for the period of **120 days** from the date of opening of Tenders. If the validity of the offer is required to be extended under exigencies, the bidder would extend the same and the deposit period of the Earnest Money would get extended for the extended period.
- 3.3 No interest will be payable by CONCOR on the Earnest Money Deposits.
- 3.4 The Earnest Money deposited is liable to be forfeited: -
 - 3.4.1 if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
 - 3.4.2 If the successful tenderer whose tender has been accepted, decline or fail to furnish a Contract Performance Guarantee (Performance Security Deposit) as specified in **clause-15.1 of Section-II and Clause-4.0 of the General Conditions of Contract under Section-III**, then the Earnest Money is liable to be forfeited by CONCOR in full, without prejudice to any further rights or remedies in this regard for breach of contract.
- 3.5 The Earnest Money of the successful tenderer will be returned after the Contract Performance Guarantee as required (**clause-4.0 of the General Conditions of Contract under Section-III**) is furnished.
- 3.6 Tender not accompanied by Earnest Money as per **Clause-3.1 of Section-II** shall be summarily rejected.



4.0 DETAILS OF BID

4.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:

- (i) as Sole Proprietor of the concern or as Attorney of the Sole Proprietor.
- (ii) as a Part or Partners of the firm.
- (iii) as a Director, Manager or Secretary in the case of a limited company duly authorised by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- (iv) In case of subsidiary or Joint Venture, the Article of Association of the company should be submitted along with the resolution of the principal indicating authorization of the principal.
- (v) In case of bid by agent, the power of attorney along with Resolution of Board needs to be submitted.

4.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorised by all of them should sign the tender and all other connected documents.

The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to CONCOR for verification, if required.

4.3 Offers shall be as per the conditions specified in the bid documents. The tenderer shall indicate his acceptance against each clause and sub-clause of the tender document. For any deviation, the tenderer shall enclose a separate statement (**ANNEXURE-2**) indicating the deviations from any clause or sub-clause, which he proposes with full justification for such deviations and submit the same along with technical bid. CONCOR, however, reserves the right to accept or reject these deviations and its decision thereon shall be final.

4.4 Each page of the offer must be numbered consecutively and should be signed by the tenderer at the bottom.

5.0 OTHER DOCUMENTS

Any other document required for the reason of statutory licensing requirements, like Electrical/Civil contractors licenses if applicable.

6.0 LOCAL CONDITIONS

6.1 It will be imperative on the tenderer to fully acquaint himself of all the local conditions and Factors, which would have any effect on the performance of the contract and cost of the stores. CONCOR shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price shall be entertained after CONCOR accepts the offer.

6.2 Bidder is also advised to have a first hand assessment done of the works and the system on any working day between 10:00 hrs to 17:00 hrs at DCT/Okhla, New Delhi and for any clarification bidder may also contact **GGM /Technical** or his authorized representative on any working day between 10:00 hrs to 17:00 hrs at Technical Workshop at Inland Container Depot, Tughlakabad before submission of tender.



7.0. POSTAL ADDRESS OF BIDDER FOR COMMUNICATION

The bidder shall state his postal address fully and clearly in his bid. Any communication sent to the bidder by post at his said address shall be deemed to have reached the tenderer in time.

8.0 PRICES

8.1 The tenderer should quote rate as per the schedule attached for **"Supply, Installation, Commissioning and Testing of Industrial Electric Powered Screw Air-Compressor along with Air receiver Tank at Domestic Container Terminal, Okhla"** in Indian National Rupee (INR) only as per ANNEXURE-1. The quoted rate shall include all applicable State and Central statutory taxes and should be clearly specified. The unit of the rate must always be mentioned.

8.2 The rates finally accepted will be binding on both the parties and no change in the rates will be permissible during the currency of the contract except as specifically provided by the Contract agreement. In case of indirect taxes such as Service Tax, WCT etc., **Clause-21** of Section-III will be applicable. It is expressly understood that the tenderer has considered every possible fluctuation in the rates of labour, material and general conditions and other possibilities of each and every kind before quoting the rates. No claim on this account shall be entertained.

9.0 GENERAL

9.1 The tenderer must ensure that the conditions laid down for submissions of offers detailed in the preceding clauses are completely and correctly fulfilled. Tender, not complete in all respects as stipulated above, may be summarily rejected. For tenderer's guidance in submitting complete offers, a Check List has been enclosed with the Bid Documents **Annexure-6**, which must be filled in and furnished with the bid.

9.2 **Validity of Offer** - The offer shall be kept valid for acceptance for a minimum period of 120 (One Hundred and Twenty Days) calendar days from the date set for opening of tender.

10.0 LAST DATE OF RECEIPT OF THE TENDERS.

10.1 The offer complete in all respects should reach to the Executive Director, Northern Region, ICD, Tughlakabad, New Delhi-110020 and the time and location mentioned under SECTION-I of the tender document.

10.2 CHANGE IN THE DATE OF BID OPENING

In case date of submission /opening of the tender is declared a Public Holiday, the tender will be opened at the same time and same location on the next working day.

11.0 SUBMISSION OF OFFERS

11.1 All offers shall be either type written or written neatly in indelible ink. Bidders shall seal the Technical bid (which shall include all pages of tender documents except price bid) in an envelope that shall bear the heading **"Supply, Installation, Commissioning and Testing of Industrial Electric Powered Screw Air-Compressor along with Air receiver Tank at Domestic Container Terminal, Okhla"**.

The price bid should be submitted separately in a sealed envelope, which should be titled **"Price Bid for Supply, Installation, Commissioning and Testing of Industrial Electric Powered Screw Air-Compressor along with Air receiver Tank at Domestic Container**



Terminal, Okhla”. The envelope containing the price bid should be sealed and placed inside the main envelope containing the technical bid.

The envelopes shall be addressed to **Executive Director, Northern Region, ICD, Tughlakabad, New Delhi-110020**. If the outer envelope is not sealed and marked as mentioned above, CONCOR will assume no responsibility for bid misplacement and premature opening.

- 11.2 The bidder may submit the bid through its representative or himself in person in the office and place mentioned in the SECTION -I of the tender document. Such bid may be deposited, under witness of CONCOR official, in the tender box kept in the office for this purpose and the tender register may be signed in token of having deposited the bid in the tender box. No separate acknowledgement for having deposited the tender will be issued.
- 11.3 The bidder also have the option to send the bid either by registered post with acknowledgement due or through courier service addressed to CONCOR official of the office and the place mentioned under Section-I of the tender document, whose representative which on receipt will also be deposited by a nominate official in the tender box kept for the purpose. It may be noted that it is the responsibility of the bidder to ensure that the bid sent by registered post or by courier should reach well in time in the nominated office as no reason for delay on the part of postal authorities/courier service agency will be entertained for late submission of the bid.
- 11.4 The tenders received shall be opened, in the presence of such of the tenderer or authorised representatives who may like to be present, at **the time and the date** as specified in the “Bid Invitation” in Section I of the tender document.
- 11.5 The tenderer or its representative must bring with him an authority letter on the letterhead of the tenderer duly signed by authorised signatory to attend the tender opening, failing which they will not be allowed to attend the opening of the tender.
- 11.6 The bidders representative who will be present shall sign in register evidencing his attendance.
- 11.7 At the time of opening of price bid, **arithmetic errors** will be rectified on the following basis:
- If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected.
 - If there is a discrepancy between the words and figures, the amount in words shall prevail.
 - If the bidder does not accept the correction of errors, its bid will be rejected and the earnest money forfeited.

12.0 CONFIDENTIALITY OF TENDER DOCUMENTS

The tenderer shall treat the contents of the tender documents as Private and Confidential.

13.0 EVALUATION OF THE OFFERS

13.1 CONCOR will examine the bid to determine whether

- (i) Earnest Money in the requisite form and validity period is available.



- (ii) The validity of the bid is as per the Bid Document
- (iii) The bid document has been properly signed by the authorised signatory and numbered properly.
- (iv) “Deviation Statement” or “Nil Deviation Undertaking” has been submitted.
- (v) Documents listed in the **Qualifying Requirement as per Clause-2, 3, 4 and Clause-5** have been furnished.
- (vi) Two sets of “Specification sheet of items” are required; as per clause 2.2 of SECTION –IV in the format given at ANNEXURE –5 have been furnished.

13.2 Evaluation of Bid – The bid will be evaluated on the basis of -

- The prices have been quoted as per format given in **Annexure-1**,
- The break-up of cost of supply and service portion separately, WCT, Service Tax, any other levy etc. has been given,
- No condition in the bid,

13.3 If required bidders would be asked to give the detailed analysis of their quoted cost, which bidders shall furnish without any reservation. Failure to provide the same may result in violation of bid and forfeiture of his Earnest Money Deposit.

13.4 The price bid would be evaluated to ascertain the lowest acceptable tender in the interest of CONCOR, as specified in the specifications and tender documents.

13.5 CONCOR shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against CONCOR

14.0 NOTIFICATION OF AWARD

14.1 As mentioned in Clause 13 as above, subsequent to opening of the Price bid, CONCOR will notify the acceptance of bid to the bidder either through a letter sent by courier or fax or email. In case of acceptance communicated through fax or email, the same would be followed with a letter sent through courier or registered post.

14.2 CONCOR will be the sole judge in the matter of award of contract and the decision of CONCOR shall be final and binding.

14.3 **The notification of award will constitute the formation of the Contract.**

15.0 SIGNING OF CONTRACT

15.1 The successful tenderer whose tender is accepted shall be required to deposit **Performance Guarantee of 10% of the total contract value as specified in the clause 4 of the general conditions of contract.** In case of the irrevocable Bank Guarantee issued by any Nationalised/Scheduled Commercial Bank in India and confirmed by a Bank located in New Delhi, the Bank Guarantee should be issued in favour of Container Corporation of India Ltd. Inland Container Depot, Tughlakabad as per format given in **Annexure-3**. Subsequent to submission of Performance Guarantee by the successful bidder, the bidder would be required to appear in the office of Group General Manager (Technical), Northern Region, Container Corporation of India, Inland Container Depot, Tughlakabad, New Delhi – 110 020 in person or, if the tenderer is a firm, company or a Corporation, a duly authorised representative (as stipulated in **Clause 4.1 (iii) of Section-II**) shall so appear and sign the contract documents as



per format given in **Annexure-4**, within **15 (fifteen)** days of the date of issue of Notification of Award (NOA) from CONCOR's office. Failure to submit the above mentioned Performance Guarantee or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest money in full without prejudice to any further rights or remedies under law.

15.2 Upon the successful Bidder's furnishing of performance security, CONCOR will promptly notify each unsuccessful Bidder and will repay their EMD amount.

16.0 CHECK LIST

16.1 A Check List has been included at **Annexure-6** of this document. This has been designed to help the bidders in submitting complete offers.

The bidders must fill this Check List & submit along with their offer in their own interest.



SECTION – III

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS AND INTERPRETATION

In the Contract, unless the context otherwise requires:

- 1.1 “Acceptance of Tender” means the letter or memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender.
- 1.2 “Contract” means and includes and Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Technical Specification – Maintenance & Operational Requirement, particulars and the other conditions specified in the acceptance of tender.
- 1.3 The “Contractor” means the person, firm or company whom the contract for execution of work is placed and shall be deemed to include the Contractor’s successors (approved by CONCOR), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
- 1.4 “Government” means the Central Government or a State Government as the case may be.
- 1.5 “CONCOR Officer” means the officer who has been authorised by competent authority to execute the relevant contract on behalf of CONCOR.
- 1.6 The “CONCOR” means the Organisation purchasing the services.
- 1.7 “Signed” includes stamped, except in the case of an acceptance of tender or any amendment thereof.
- 1.8 “Work” means all the work specified or set forth and required in and by the said specifications, drawings and “Technical Specification” (Maintenance & Operational requirement), hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified in “Technical Specification”) and also in such additional instructions not being in conformity as aforesaid, as shall from time to time, during the progress of the work hereby contracted for, be supplied by CONCOR and which in the opinion of CONCOR are necessary for the execution of such work..
- 1.9 “Writing” or “Written” includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- 1.10 Word in the singular includes the plural and vice-versa.
- 1.11 Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 1.12 The heading of these conditions shall not affect the interpretation or construction thereof.
- 1.13 Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sales of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the **General Clauses Act, 1897 (as amended)** as the case may be.



2.0 PARTIES

The parties to the contract are the Contractor and CONCOR, as defined in **clauses-1.3** above.

2.1. Address of the Contractor and notices and communications on behalf of CONCOR

- (a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to CONCOR. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (b) Any communication or notice on behalf of CONCOR in relation to the contract may be issued to the Contractor by the CONCOR Officer and all such communications and notices may be served on the Contractor either by registered post or under certificate of posting or by ordinary post, or by courier, or by hand delivery at the option of such officer.

3.0 CONTRACT

- 3.1 This contract is for works and/or supplies as set out in the schedule of technical requirements and in the quantities set forth in the contract on the date or dates specified therein.
- 3.2 The whole contract is to be executed in the most approved, substantial and workmanlike manner, to the entire satisfaction of CONCOR or his nominee, who, both personally and by his deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive.
- 3.3 Any variation or amendment of the contract shall not be binding on CONCOR unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.
- 3.4 CONCOR or his nominee may require such alteration to be made on the work, during its progress, as he deems necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alteration shall not be carried out until amended prices have been submitted by the Contractor and accepted by CONCOR. However, CONCOR's decision in such cases would be final and binding on the contractor.

4.0 PERFORMANCE SECURITY:

- 4.1 The successful bidder will be required to furnish a **Security Deposit of 10% of the total contract value** towards successful performance under this contract **within 15 (Fifteen)** days from the date of issue of Notification of Award in his favour by CONCOR. The security deposit may be submitted in any of the following forms **with validity up to 4 months beyond the expiry of the date specified for the completion of the work:**

Irrevocable Bank Guarantee or irrevocable letter of credit of any Nationalised/Scheduled Commercial Bank in India or bank located abroad and acceptable to CONCOR and duly confirmed by respective Bank in New Delhi in the Performa approved by CONCOR and given in **Annexure-3**.

OR

Demand Draft issued by any Nationalised/Scheduled Commercial Bank in India drawn in favour of Container Corporation of India Ltd and payable at New Delhi.



- 4.2 CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe and in performance of the terms and conditions of this contract or any amount that may become due to CONCOR under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same
- 4.3 In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.
- 4.4 The security deposit referred to above shall be forfeited to CONCOR in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, **leading to pre-mature termination of the contract**, without prejudice to CONCOR's other rights and remedies available under law.
- 4.5 No interest shall be allowed or paid on the Performance Security Deposit.

4.6 **REFUND OF PERFORMANCE SECURITY DEPOSIT**

The security deposit shall, subject to any deductions that may be made there from, be returned to the Bidder within four calendar months after completion of work and submission of the Bank guaranty towards the warranty obligations on issuance of after successful completion of the work i.e. "Supply, Installation, Commissioning and Testing of Industrial Electric Powered Screw Air-Compressor along with Air receiver Tank at Domestic Container Terminal, Okhla".

5.0 FORCE MAJEURE

- 5.1 In the event of any unforeseen event directly interfering with the execution of contract arising during the currency of the contract, such as war, hostilities, riots, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, or acts of God, failure of electricity, non-availability or inadequate availability of cargo, the Contractor shall, within 72 hours from the commencement of such causes and upon its termination, notify the same in writing to CONCOR with reasonable evidence thereof.
- 5.2 Unless otherwise directed by CONCOR in writing, the Contractor shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevent by the force majeure event.
- 5.3 If the force majeure conditions(s) mentioned above be in force for a period of 30 days or more at any time, CONCOR shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days' notice to the Contractor in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those, which had occurred under any other clause of this contract prior to such termination.

Strikes at the premises of OEM of the equipment or supplier of critical sub assemblies etc. will not be considered as "Force Majeure".

6.0 PROGRESS REPORTS

- 6.1 The Contractor shall, from time to time, maintain and render such reports concerning the progress of the contract such as supply if and as and when required:



6.2 The submission, receipt and acceptance of such reports shall not prejudice the rights of CONCOR under the contract, nor shall operate as an estoppel against CONCOR merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

7.0 PAYMENT TERMS

- (1) 90% payment of the supply portion will be made on delivery of material (i.e. Air compressor and Air Receiver Tank) at destination (i.e. DCT/Okhla) and receipted at site by the consignee in good condition. 90% of the payment of commissioning portion will be released after successful completion of the work i.e. "Supply, Installation, Commissioning and Testing of Industrial Electric Powered Screw Air-Compressor along with Air receiver Tank at Domestic Container Terminal, Okhla".
- (2) The balance Payment of amount, claimed will be arranged after necessary checks of correctness of the claim, deducting all charges/penalties/fines/recoveries due including Tax Deducted at Source (TDS) and/or any other levies at the prescribed rates but retaining 10% of the Total cost till the warranty of the system is over.
- (3) Alternatively, the balance 10% would be released if the contractor submits equivalent of the bank guarantee to cover for the period of beyond one month of the warranty obligations under the contractor.

The aforesaid payment of bill will ordinarily be made **within 15 (fifteen days)** days of submission. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall, in no case, be hampered on account of non-payment of bills.

7.2 Payment shall be made through Electronic Cheque Clearance System/Electronic Fund Transfer as per the CONCOR policy.

7.3 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence, error, etc. or any cause whatsoever from the bills and from the performance security deposit or any other amounts due to him. In the event of any such recoveries/adjustments being made from the performance security deposit, the contractor shall at once make good deficiency in the amount of performance security deposit within fifteen (15) days of the payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from his future bills.

8.0 TIME LIMIT FOR SUBMISSION OF BILLS

8.1 The contractor shall make a claim for the services rendered under this contract to **CONCOR within four (4) months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof, unless there are **sufficient** reasons for the delay. **The discretion in such case will be with MD/CONCOR and his decision will be final and binding on the contractor.**

8.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by CONCOR. **The decision of ED/CGM/CONCOR in such claims is to be final.**



9.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED

9.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, CONCOR shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the amount of Performance Security Deposit and any other Guarantee furnished by the Contractor and for the purpose aforesaid, CONCOR shall be entitled to encash the Performance Security Deposit etc. and also have a lien over the amount of the Performance Security Deposit etc. pending finalisation or adjudication of any such claim. In the event of the said amount being insufficient to cover the claimed amount or amounts or if no Performance Security Deposit etc. has been taken from the Contractor, CONCOR shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with CONCOR or the Government pending finalisation or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by CONCOR will be kept withheld or retained as such by CONCOR till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under **Clause-17.2** hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

9.2 For the purpose of Clause-9.1, where the Contractor is a partnership firm or a limited company, CONCOR shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner or limited company, as the case may be, whether in his individual capacity or otherwise.

10.0 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the Contractor (including the amount of Performance Guarantee Bond any other Guarantee) under the contract may be withheld by way of lien by CONCOR against any claim of CONCOR in respect of payment of a sum of money arising out or under any other contract made by the Contractor with CONCOR.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by CONCOR will be kept withheld or retained as such by CONCOR till his claim arising out of in the same contract or any other contracts is either mutually settled or determined by the Arbitrator, if the contract is governed by the arbitration clause or by the competent court under **Clause-12.2** hereinafter provided, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

11.0 INSPECTIONS AND TESTS

The CONCOR or its representative shall have right to inspect and or to test the goods to confirm their conformity to the contract either at manufacturer's works before despatch or at CONCOR site i.e. DCT/Okhla, New Delhi. A manufacturer test certificate for Air Compressor and Air receiver Tank shall have to be provided by the supplier along with supply.

12.0 CHANGES IN A FIRM

12.1 Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of CONCOR, which may be granted only upon



execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking. In the event of the Contractor's failure to comply with this requirement, it shall be lawful for CONCOR to cancel the Contract at the risk and cost of the Contractor.

- 12.2 On the death or retirement of any partner of the Contractor firm before complete performance of the contract, CONCOR may, at his option cancel the Contract and in such case the Contractor shall have no claim whatsoever to compensation against CONCOR.
- 12.3 If the contract is not determined as provided in **Sub-Clause (12.2)** above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section-32 of the Partnership Act, has been sent by him to CONCOR by registered post acknowledgement due.
- 12.4 The decision of CONCOR as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause shall be final and binding on the Contractor.

13.0 RISK OF LOSS OR DAMAGE TO CONCOR'S PROPERTY

- 13.1 All the property of CONCOR loaned, whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract, to the Contractor in connection with contract shall remain the property of CONCOR, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
- 13.2 All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the CONCOR Officer or the concerned authority to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property, he shall be deemed to have lost the right to do so at any subsequent stage.
- 13.3 The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchase/loaning authority whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen or agents.
- 13.4 The equipments are the property of the CONCOR and CONCOR has already covered all its equipment under companies Insurance policy. However any loss or damage to the equipment while in the custody of the contractor due to contractor's negligence, claim of which is not accepted by the Insurance Company, shall be on the part of contractor.

14.0 SAFETY MEASURES:-

The Contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on CONCOR's premises, and should conform to the rules and regulations of CONCOR as applicable at site.

- 14.1 The Contractor should abide by all regulations in force from time to time and ensure that his representatives, agents or sub-contractor or workmen follow the same.
- 14.2 The Contractor should indemnify and keep CONCOR indemnified and harmless against all actions, suits, claims, demand costs charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within CONCOR's premises and any loss



or damage to CONCOR's property sustained due to the acts or omissions of the Contractor irrespective of whether such liability arises under the workman's compensation act or the fatal accident act or any other statute in force from time to time.

15.0 CORRUPT PRACTICES

- 15.1 The Contractor shall not offer or give or agree to give to any person in the employment of CONCOR or working under the orders of CONCOR any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with CONCOR or Government or for showing any favour or forbearing to show disfavour to any person in relation to the contract or any other contract with CONCOR or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor, or by any one employed by him or acting on his behalf, under **Chapter IX of the Indian Penal Code, 1860** or the **Prevention of Corruption Act, 1947** or any other act enacted for the prevention of corruption by public servants shall entitle CONCOR to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation.
- 15.2 Any dispute or difference in respect of the interpretation, effect or application of the above clause or of the amount recoverable there under by CONCOR from the Contractor, shall be decided by CONCOR, whose decision thereon shall be final and binding on the Contractor.

16.0 INSOLVENCY AND BREACH OF CONTRACT

- 16.1 CONCOR may at any time, be notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:
- 16.1.1 If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 16.1.2 If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- 16.1.3 If the Contractor commits any breach of the Contract not herein specifically provided for.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to CONCOR and provided also the Contractor shall be liable to pay to CONCOR any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re-purchase.

17.0 LAWS GOVERNING THE CONTRACT

- 17.1 This Contract shall be governed by the Laws of India for the time being in force.
- 17.2 **Jurisdiction of Courts:** the Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the Contract i.e. New Delhi.



18.0 ARBITRATION

- 18.1 In case of any dispute or difference whatsoever arising between the parties out of the relating to the construction, interpretation, application, meaning, scope operation or effect of this contract or the validity or the breach thereof, CONCOR and supplier shall make every effort to resolve amicable by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 18.2 If, after 30 (thirty) days from the commencement of such informal negotiation, CONCOR and the supplier have been unable to resolve amicably the contract dispute, either party may require that the dispute be referred for resolution by arbitration in accordance with the Rules of Arbitration of the “Standing Committee on Public Enterprises” of India (SCOPE) from the “Conciliation and Arbitration” and award made in pursuance thereof shall be binding on the parties.
- 18.3 During settlement of dispute in arbitration proceedings, both parties shall be obliged to carry out their respective obligation under the Contract.

19.0 SECRECY

- 19.1 Any information obtained in the course of the execution of the Contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- 19.2 Any breach of the aforesaid conditions shall entitle CONCOR to cancel the contract at the risk and cost of the Contractor. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by CONCOR at such price as he considers fair and reasonable and the decision of CONCOR as to such price shall be final and binding on the Contractor.

20.0 SUBLETTING AND ASSIGNMENT

The Contractor shall not sublet, transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is in this contract, or any part thereof without the previous written permission of CONCOR or his nominee.

In the event of the Contractor’s failure to obtain such permission, CONCOR shall be entitled to cancel the contract and award the fresh contract. The contractor shall be liable for any loss/damage, which the CONCOR may sustain in consequence, or arising out of such cancellation of the existing contract and award of the fresh contract.

21.0 DEDUCTION TOWARDS INCOME TAX OR ANY OTHER LEVY

- 21.1 Deduction of statutory dues like Income Tax and WCT at source wherever due or any other tax / levy imposed by Govt. will be made from the moneys payable to the Contractor on the bills for work done in accordance with provisions of the Act or any statutory modifications of the said Act, and a certificate of such deductions will be issued.
- 21.2 Change in Indirect taxes after the date of opening of the tender (WCT, Service tax etc.) “as applicable” will be reimbursed on actual difference on submission of proof of having paid the same. Similarly, the benefit of reduction in the taxes shall be taken by CONCOR.

22. PACKAGING

For the deliverable goods, Contractor is requested to provide 24 hour advanced delivery notice via Email to Purchaser’s Receiving/Loading Dock for all domestic orders. Contractor shall



provide proper and adequate packaging in accordance with commercial best practice to ensure that material shipped to the Purchaser will be free of damage. Contractor shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. Expenses incurred by the Purchaser due to Contractor's non-compliance with such instructions will be for the Contractor's account. The Purchaser reserves the right to reject any and all shipments deemed by the Purchaser to have been inadequately packaged.

23 ESCALATION / REDUCTION OF PRICE CLAUSE.

No escalation will be provided during the contract period.

24 TITLE

The bidder / Contractor represents and warrants that Contractor has title to the goods and is fully qualified to sell, lease, or license such goods.

25 DELIVERY & PERIOD OF CONTRACT

The total period of contract will be of Five months (i.e. 150 days) and whole work should be completed in all manners (i.e. Supply, Installation, Commissioning and Testing of Industrial Electric Powered Screw Air-Compressor along with Air receiver Tank at Domestic Container Terminal, Okhla and other documentation as required in this contract) within 5 months (i.e.150days) from the date of issue of Notification of Award (NOA) from CONCOR's office. Delivery and/or performance must be completed within the term stated above; otherwise the CONCOR reserves the right to cancel this contract without liability and to charge Contractor with any loss incurred as a result of Contractor's failure to fulfil its obligation to deliver within the term specified.

26 WARRANTIES

Contractor warrants that the goods and services conform to the requirements of this Contract and that goods are free from defects in material and workmanship for a period of 12 months from the date of commissioning or 18 months from the date of delivery of material at site whichever is earlier. The Purchaser's continued use of goods or services after notifying Contractor of their failure to conform to the contract or breach of warranty will not be considered a waiver of the Purchaser's right to a remedy.

26.1 AFTERSALES SERVICE: The tenderer will clearly spell out in the offer the facility available with him or his local agent for providing adequate after sale service during the warranty and post warranty periods.

27 PERFORMANCE STANDARD

The Contractor shall provide goods or services in: 1) an efficient, safe, courteous, and businesslike manner; 2) in accordance with any specific instructions issued by the Purchaser; and 3) in accordance with the highest professional and ethical standards applicable in Contractor's industry, having due regard for the nature and purposes of the Purchaser as an international organization. Contractor represents and warrants that it is in compliance with all laws and regulations applicable to the provision of the goods and services called for by this PO. Contractor shall perform the Contract Work as an independent contractor. The Contractor's employees shall not act as agents or employees of the Purchaser.

28 OWNERSHIP OF DELIVERABLE WORK

For the Services, the deliverables and other creative work of Contractor called for by this PO, including all written, graphic, audio, visual and any other materials, whether on paper, disk, tape, digital file or any other media, (the "Deliverable Work") is being specially commissioned



as work made for hire in accordance with the copyright laws of the United States. The Purchaser is the proprietor of the Deliverable Work from the time of its creation and owns all right, title and interests therein throughout the world including, without limitation, the copyright and all related rights. To the extent that it is determined that the Deliverable Work does not qualify as a work made for hire within the meaning of the copyright laws of the United States, then Contractor hereby irrevocably transfers and assigns to the Purchaser all of its right, title and interest, throughout the world and in perpetuity, in and to the Deliverable Work, including without limitation all of its right, title and interest in copyright and related rights free of any claim by Contractor or any other person or entity. Contractor retains any rights it may have to pre-existing materials used in the production of the Deliverable Work.

29 SAFETY

The contractor shall ensure that all the contractor's personnel observe and comply with all applicable safety rules including those specified by the contractor, the Purchaser and the Fire, Safety and Security Regulations

30 USE OF PURCHASER'S NAME

Contractor may not use the Purchaser's name, Purchaser's logo nor discuss any of the work performed by the Contractor for the Purchaser, without the prior written approval of the Purchaser.

31 INDEMNIFICATION

Contractor agrees to hold harmless and indemnify the Purchaser, its officers, agents and employees, against and from all claims, liability and damages of any kind and description arising from Contractor's negligence, wrongful acts or omissions, or breach of the terms of this PO. The obligations set out herein shall survive the expiration or termination of this PO.

32 INSURANCE

The goods supplied under the contract shall be fully insured against the loss incidental to manufacture or acquisition, transportation, storage and delivery up to destination by the supplier and the cost shall be to contractor's/supplier's account.

33 INDEMNIFICATION FOR INFRINGEMENT

Contractor agrees, if asked by Purchaser, to defend the Purchaser against all claims, suits, actions, or proceedings involving intellectual property infringement in which the Purchaser is named a defendant or co-defendant, including but not limited to, actual or alleged infringement of any

34 PATENT RIGHTS

The supplier shall not without the purchaser prior written consent, make use of any document or information enumerated in the tender documents except for the purpose of performing the contract.

Patent, trademark, copyright, or trade secret, resulting from the Purchaser's use of the goods or services acquired hereunder

Contractor also agrees to pay for any costs of such defence, including legal fees; and further agrees to pay and discharge any judgments, awards or decrees which may be rendered in any such suit, action, or proceeding against the Purchaser for such alleged infringement. If the Purchaser is prevented from using the goods or services provided hereunder, Contractor shall repurchase said items from the Purchaser at the original price, plus transportation, installation (if any) and all other costs relating to the acquisition thereof.



35 LIQUIDATED DAMAGES:

The total work should be completed in all manners (i.e. supply, Installation of Air Compressor and Air receiver Tank (including pipe line), commissioning and testing and other documentation as required in this contact) within 5 months (i.e.150days) from date of issue of Notification of Award (NOA) from CONCOR's office.

If the Supplier fails to commission and integrate any or all of the equipment and the related services within the time period specified in the Contract, CONCOR shall without prejudice to its other remedies available under the Contract, deduct from the Contract price **as liquidated damages, a sum equivalent to 0.5% (one half of one percent) of the price of the delayed goods or unperformed services for each week** or part thereof, of delay until actual delivery or performance, up to a maximum deduction of 10% of Contract price. Once the maximum is reached, the CONCOR may consider termination of the Contract.

36 TERMINATION FOR CONVENIENCE

The CONCOR may terminate the contract, in whole or in part, at any time for its convenience. Notice of such termination shall be sent to Contractor in writing and shall state that termination is for the CONCOR's convenience, the extent to which delivery or performance under the Contract terminated, and the termination date. Unless otherwise instructed by the CONCOR, Contractor shall stop work immediately on receipt of notice. For delivery or performance that has been performed by the Contractor in accordance with the contract terms, prior to the effective date of termination, the CONCOR shall pay Contractor at the contract prices and in accordance with the contract.

37 TERMINATION FOR DEFAULT

If Contractor fails to deliver the Contract Work within the time period(s) specified or in the manner required by the contract, and or if the Contract Work does not conform, in all respects, to the requirements of this contact, or Contractor becomes insolvent or unable to meet its payment obligations when due, or breaches any representations or warranties made under this contract, CONCOR will give Contractor written notice describing the reasons for default and a reasonable opportunity to cure. If the Contractor does not cure the default within the period specified, CONCOR may terminate the contract for default by written notice, specifying the reasons for the default, the portion(s) of the contract defaulted and the effective date of default. If Contractor is identified on any terrorist sanctions list monitored by the CONCOR, including but not limited to the United Nations 1267 sanctions list, the United States Executive Order 13224 sanctions list and the United Kingdom terrorist sanctions list, CONCOR may terminate this Contract for Default upon written notice to the Contractor.



SECTION – IV

1. SCOPE OF SUPPLY AND SCHEDULE OF REQUIREMENTS:

A. SCOPE OF SUPPLY:-

(i) Scope of supply shall include the supply, Installation, commissioning and testing of Industrial electric powered **Screw Air-Compressor** with following specifications: -

Type of Compressor	Electric Powered, Air-Cooled, Screw type, microprocessor based stationary Air- Compressor
No. of Stages	Single Stage
Compressor Capacity (FAD)	320 ± 30 CFM
Max. Working Air Pressure	10 Kg/cm²
Air Filter	Dry paper type Air Filter in the form of Cartridge for easy replacement.
Oil Filter	Oil filter, in the form of Cartridge for easy replacement.
Air/ Oil Separation	A high efficient air/oil separator system, which can limit oil emission below 5 ppm in the delivery air.
Safety Devices	<ol style="list-style-type: none">1. Safety Relief valve2. Minimum pressure valve3. Oil level indicator4. Motor Over load protector
Capacity Control	A load /Unload capacity control is to be provided to meet the demand condition, optimum utilization and for power saving.
Electric Motor	55 KW or a suitable power rating, 3Φ; TEFC, IP 55 protection, Class F insulation motor designed to take necessary starting torque and operational load variations.
Control panel	The control panel should be a microprocessor based Man Machine Interface (MMI) and should have the following features. <ol style="list-style-type: none">1. Air Temperature2. Oil Temperature3. Air pressure4. Loaded Hour/Total Hours5. Start/Stop, Load/Unload, Emergency Stop buttons6. Maintenance Schedule (No. of Hours indication) for Air filter, Oil filter and Oil separator element etc. <p>Note: Contactor will provide electrical cables and other items to connect compressor panel to Main Switch/MCB of supply distribution board at site (within 10 m distance). Main Switch/MCB of Suitable rating will be provided by CONCOR at Distribution board.</p>
Measurement Standard	All performance measurements as per ISO 1217
Canopy & Base Frame	All components of the compressor packaged are mounted on a



	single base frame. It should not require any foundation. A proper lifting arrangement should be available for easily placing and movement through an overhead crane or forklift. Proper doors should be provided for easily accessibility to internal components.
Initial supply of Compressor oil and other necessary consumables	The Air compressor unit shall be provided by the agency in ready to use condition, for this all the necessary consumables (including compressor oil) to be provided by the agency with the supply of Air-compressor.

(ii) For Installation and Commissioning the Air- Compressor the following **concomitant accessories** are required. The Specification of each are listed below:

1. Vertical Air Receiver Tank	One, Air Receiver Tank, Volume 1 m³ (1000Litres) with proper inlet/outlet, Drain valve, pressure gauge, pressure safety valve etc., suitable for a pressure 10 Kg/cm² , Designed as per IS-2825 /ASME Sec VIII DIV –I.
2. Installation and Commissioning of Air-Compressor and Air Receiver Tank	The Air Compressor and Air Receiver Tank are to be connect with ‘C’ class, 50 mm NB diameter, Mild Steel, Compressed air pipeline, Max. length up to 10 running meter with necessary fitting such as Elbow, Tee, Sockets, NRV, Flanges and Angle Valves (Installation and Commissioning of Air-Compressor and Receiver Tank, including Civil Work)

B. SCHEDULE OF REQUIREMENTS:-

Functional Requirement:

The Screw Air-Compressor and other accessories / items in the scope of supply shall be installed at the Yard of Domestic Container Terminal, Okhla, New Delhi. The Screw Air-Compressor shall be installed inside the room at the site. **Room with industrial flooring will be provided by CONCOR for installation of Air compressor.**

2. Documentation:

2.1 Two sets of “Operation & Maintenance” Manual consisting of following shall be provided by the supplier:

- a. General installation guidelines.
- b. Installation requirements i.e. site preparation, Electrical/Mechanical connections etc.
- c. General arrangement of Air compressor.
- d. Trouble shooting charts and maintenance schedules.

All above information may be in soft copy or in hard copy version.



2.2 Two sets of “Specification sheet of Items” as enclosed at ANNEXURE-5 are to be submitted duly filled in all manners along with bid.

3. RESPONSIBILITIES OF THE CONTRACTOR

(1) In performing this contract, the contractor supplying, Installation and commissioning the Screw Air-Compressor and the system in the course of its business, shall exercise proper skill and judgment so as to ensure that the system is fit for the purposes of the CONCOR, as the CONCOR is relying upon this provision. The contractor shall satisfy itself that the contractor understands the CONCOR's requirements. This commitment is deemed to be included in the price.

(2) The contractor expressly undertakes and warrants to the CONCOR that all goods and items of equipment (including where applicable the workmanship thereof) which are the subject of this order are of the quality, quantity, size, description and dimensions specified and are free from all defects, including latent defects and are capable of any standard of performance specified in the order and where applicable comply with and meet the standard specifications whether as to health and safety or otherwise laid down by any relevant statutory or regulatory body whose province is to monitor or control the performance of such goods.

(3) The contractor undertakes that all goods are compliant to the relevant Indian standards as and where required.

4. **WARRANTY:** Warranty of whole Installation (i.e. Screw Air-compressor unit, Air Receiver Tank and compressed air pipe lines and fittings etc.) shall be applicable for 12 months from the date of commissioning or 18 months from the date of delivery of material at site whichever is earlier.

5. **TRAINING:** Technical experts of the manufacturer shall fully and adequately train the operators/maintenance staff nominated by the consignee during commissioning for a minimum of two eight hours duration.



ANNEXURE-1
PRICE BID FOR OFFER
(Please see Clause-8.1 of “Instructions to Tenderers”)

To,
Executive Director, Northern Region,
Container Corporation of India Ltd.,
Inland Container Depot, Tughlakabad,
New Delhi-110 020.

Ref: Tender No. CON/TKD/TECH/AIR-COMP/2010 Dt

We are capable of supplying, Installation, commissioning and testing of Industrial Electric Powered Screw Air-Compressor and accessories as per scope of work and specifications set in the tender document. We have also visited the site. We are quoting the most reasonable price mentioned below: -

A. SUPPLY PORTION

S. No.	Item Description	Qty.	Unit Rate (Rs.)	Total Price (in Figures)	Total Price (in Words)
1	Electric Powered, Air-Cooled, Screw type, microprocessor based stationary Air- Compressor unit. (As specified at point (i) of “SCOPE OF SUPPLY” at SECTION – IV)	01 No.			
2	Vertical Air Receiver Tank with fittings (As specified at S. No. 1 of point (ii) of “SCOPE OF SUPPLY” at SECTION – IV)	01 No.			
3.	TAXES AND OTHER DUTIES				
Total Cost of Supply portion (A) (i.e. 1+2+3)					

B. COMMISSIONING PORTION

S. No.	Item Description	Qty.	Unit Rate (Rs.)	Total Price (in Figures)	Total Price (in Words)
1	Installation and Commissioning of Air-Compressor and Air Receiver Tank (As specified at S. No. 2 of point (ii) of “SCOPE OF SUPPLY” at SECTION – IV)	01 No.			
2.	TAXES AND OTHER DUTIES				
Total Cost of Commissioning portion (B) (i.e. 1+2)					
Grand Total (A + B)					

Note: Price quoted above are inclusive of all incidental charges and CONCOR will bear no liability towards the same.



- I. It is hereby certified that we have understood the Instructions to Tenderers and also the General Conditions of Contract attached to the tender and have thoroughly examined specifications, quoted in the Schedule of Requirements and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.
- II. We hereby agree to offer services detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 120 days from the date of opening of tender. We shall be bound by the communication of acceptance despatched.
- III. **Earnest Money for an amount equal to RS. 19800/- (RUPEES NINETEEN THOUSAND EIGHT HUNDRED ONLY)** is enclosed in the form specified in clause-3.0 of the 'Instructions to Tenderers'.

Dated.....

.....
Signature and seal of Manufacturer/Tenderer

Note:

- i. **The offer must be submitted as per this Performa. The tenderer may use his letterhead to submit his offer.**
- ii) **No erasures or alternations in the text of the offer are permitted. Any correction made in offer shall be initialled by the tenderer.**
- iii) **AMOUNT FIGURES should be both in figures and words.**
At the time of opening of price bid, arithmetic errors will be rectified on the following basis:
 - If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected.
 - If there is a discrepancy between the words and figures, the amount in words shall prevail.
 - If the bidder does not accept the correction of errors, its bid will be rejected and the earnest money forfeited.



ANNEXURE-3

BANK GUARANTEE FOR CONTRACT PERFORMANCE
(Please see Clause 4.1 on “General Conditions of Contract”)

(To be stamped in accordance with Stamp Act)

(The non-judicial Stamp Paper should be in the name of issuing bank)

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref:.....

Date.....

Bank Guarantee No.....

To,

Container Corporation of India Ltd.,
Inland Container Depot,
Tughlakabad,
New Delhi - 110 020.

WHEREAS (Name of Supplier) hereinafter called “the Supplier has undertaken, in pursuance of Contract No..... dated 20 to supply (Description of Goods and Services) hereinafter called “the Contract”,

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract,

AND WHEREAS we have agreed to give the Supplier a Guarantee,

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20.....

Signature and seal of Guarantors

Date..... 20.....

Address.....

.....
.....



ANNEXURE-4

CONTRACT FORM

(See Clause 15.1 of the "Instruction to the Tenderers")

CONTRACT FORM

THIS AGREEMENT made theday of, 20..... between _____ (Name of CONCOR) of.....(Address of CONCOR) (hereinafter "CONCOR") of one part and.....(Name of Supplier) of(Address of Supplier) (hereinafter "the Supplier") of the other part:

WHEREAS CONCOR is desirous that certain supply of services should be provided by the Supplier, viz,.....(Brief Description of Services) and has accepted a bid by the Supplier for the supply of services in the sum of.....(Contract Price in Words and Figures) (hereinafter "the Contact Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Bid Form and Price Schedule submitted by the Bidder;
 - (b) the Technical Specifications;
 - (c) the General Conditions of Contract;
 - (d) CONCOR's Notification of Award.
3. In consideration of the payments to be made by CONCOR to the Supplier as hereinafter mentioned, the Supplier hereby covenants with CONCOR to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. CONCOR hereby covenants to pay the Supplier in consideration of the provision of services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said..... (For CONCOR)

In the presence of.....



ANNEXURE-5
SPECIFICATION SHEET OF ITEMS
(Please see Clause 2.2 of “SECTION - IV”)

Note: In absence of the following information, the tender would be liable to be rejected summarily.

1. Compressor: i) Make_____ **ii) Model**_____

1.1 Engineering Data

- i) Shaft horsepower/ kw per cubic meter FAD (as per ISO: 1217 at 100% flow rate)
- ii) Specific energy consumption of compressor package in KW/100cfm FAD as per ISO: 1217 i.e. taking into account all losses at 100% flow rate (i.e. at full load) at maximum operating pressure.
- iii) Working pressure at outlet discharge point
- iv) Oil Fill Capacity and frequency of oil change.
- v) Outlet size
- vi) Overall dimensions of combined unit with canopy:
- vii) Gross/Net weight of combined unit with canopy:

1.2 Specific Details

- i) **Type, Make/Model of Air Receiver, After Cooler, Moisture Separator with automatic drainage system etc.**
- ii) **Microprocessor Controls:** Type, Make & Salient feature(s)
- iii) **Filters (Air & Oil) & Air-oil Separator element** – Type, make/model & replacement periodicity of all types of filters.
- iv) **Interlocking safety features:**
 - a) Details of safety interlocking features provided:
 - b) Type & Make of Safety relief valves:
- v) **Oil & Lubricants (i.e. Compressor oil/Lubricants/Grease etc.)**– Make, Grade of each

2. Motor:

2.1 Engineering data

- a) Type, Make/Model number
- b) Operating speed (Maximum/Minimum)
- c) Type, Make/Model of Starter and Type, Make/Model of Coupling
- d) Technical literature/manuals/brochures and drawings/sketches etc.



ANNEXURE-6

CHECK LIST

SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF INDUSTRIAL ELECTRIC POWERED SCREW AIR-COMPRESSOR ALONG WITH AIR RECEIVER TANK AT DOMESTIC CONTAINER TERMINAL, OKHLA.

(Please see Clause 16.1 of “Instructions to Tenderers”)

IMPORTANT NOTICE

- (1) The Bidders are requested to duly fill in the checklist. The checklist gives only certain important items to facilitate the bidder to make sure that necessary data; information as called for in the bid document has been submitted by them along with their offer. This however does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects. An incomplete offer is liable to be rejected.
- (2) Bidders are also required to submit copy of the checklist, duly marked, along with their offer.

S No.	ITEM	CHECK
1	Have you acquainted yourself of all the local conditions and factors?	Yes / No
2	Have you submitted a complete offer?	Yes / No
3	Have you deposited the prescribed EMD in the manner specified at Clause-3 of “ Instructions to the Tenderers ”.	Submitted/Not Submitted
4	Quotation in prescribed Performa of Annexure 1 of Bid Documents in a separate envelope marked “Price Bid”.	Submitted/Not Submitted
5	Letter of Authority of the Signatory under clause 4 of SECTION-II	Submitted/Not Submitted
6	The authorised person signs with their seal each page of the tender offer and the Bid document. Individual signing the Tender Form / Bid Document must comply with Clause-4 of the Instructions to the Tenderers	YES/NO
7	Statement of Deviations from Tender Conditions as per the Annexure-2 of the instructions to the bidder of Bid Documents.	Submitted/Not Submitted
8	Have you submitted other supporting documents which are essentially required for technical evaluation of the bids in terms of clause 2.0 of the “Instructions to Tenders” ?	Submitted/Not Submitted
9.	Have your given your postal address as per Clause 7.0 of Section-II, “Instructions to Tenders”	Yes / No
10.	Have you prepared the bid as per clause 11.0 of Section-II “Instructions to Tenders”?	Yes / No
11	Have you complied with Clause 13 .0 of Section-II , “Instructions to Tenders”?	Yes / No
12	Any other document asked by CONCOR as per the tender	Submitted/Not Submitted If submitted, specify the documents
13	Any other document which the tenderer considers relevant	Submitted/Not Submitted If submitted, specify the documents

.....Signature & Seal of the Tenderer